

Received
7/18/2022 11:11 AM
Judge Jerry Shaffer - Precinct 2
Collin County, Texas

CAUSE NO. 02-SC-22-00084

OMAR AKHTAR,

Plaintiff,

v.

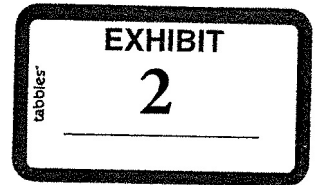
STELLANTIS FINANCIAL SERVICES, INC,

Defendant.

IN THE JUSTICE COURT

PRECINCT 2

COLLIN COUNTY, TEXAS



PLAINTIFF'S VERIFIED ORIGINAL PETITION

NOW COMES, Plaintiff OMAR AKHTAR ("Plaintiff"), by and through his attorneys, JAFFER & ASSOCIATES, PLLC, and bring this *Original Petition* against Defendant STELLANTIS FINANCIAL SERVICES, INC ("Stellantis"), and respectfully sets forth, complains, and alleges, upon information and belief, the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

JURISDICTION & VENUE

2. This Court has personal jurisdiction over all the parties because both parties reside and/or engage in business in the State of Texas. Further, this Court has jurisdiction of this cause of action in that it involves an amount in controversy within the original jurisdiction of this court.

3. Plaintiff seeks monetary relief within this Court's jurisdictional limits.

4. Venue in Collin County, Texas is proper in this cause pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Collin County, Texas.

PARTIES AND SERVICE

5. Plaintiff is a resident of Collin County, Texas.

6. At all times material hereto, Plaintiff was a “consumer” as said term is defined under 15 U.S.C. § 1681a(c).

Stellantis Financial Services, Inc.

7. Defendant Stellantis is a corporation duly authorized and qualified to do business in Texas and can be served with a copy of this *Petition* along with the *Citation* upon its registered agent Corporation Service Company D/8/A Csc-Lawyers Inc. at 211 E. 7th Street, Suite 620, Austin, TX 78701.

8. Defendant Stellantis is a “person,” as defined by the FCRA, 15 U.S.C. § 1681a(b).

9. Defendant Stellantis meets the definition of a “furnisher of information” within the meaning of the FCRA (15 U.S.C. § 1681s-2 et seq.), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

FACTUAL ALLEGATIONS

10. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

11. On or about June 13, 2022, Stellantis made an impermissible and unauthorized pull or hard inquiry of Plaintiff’s consumer report with Equifax. See, Exhibit “A”.

12. Plaintiff did not authorize Stellantis to obtain or pull a copy of Plaintiff’s consumer report from Equifax.

13. By impermissibly pulling and obtaining Plaintiff’s consumer report from Equifax without Plaintiff’s authorization Stellantis violated of the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681b(c)(1)(A).

14. Stellantis did not have any permissible purpose or authorization from Plaintiff to pull his consumer reports from Equifax.

15. Stellantis' impermissible pull of Plaintiff's consumer report continues to affect Plaintiff's creditworthiness, credit score, and ability to acquire credit on otherwise superior terms in addition to mental anguish, distress, and frustration and inability to obtain financing.

16. Plaintiff has been injured by invasion of his privacy, a with series of credit denials, and increased interest rates due to Stellantis' impermissible pull of Plaintiff's consumer report from Equifax.

FIRST CAUSE OF ACTION
(Violations of 15 U.S.C. §1681b(c)(1)(A))

17. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully state herein with the same force and effect as if the same were set forth at length herein.

18. 15 U.S.C. § 1681b(c)(1)(A), reads:

Subject to subsection (c), any consumer reporting agency may furnish a consumer report under the following circumstances and no other:

(c)Furnishing reports in connection with credit or insurance transactions that are not initiated by consumer

(1)In general: **A consumer reporting agency may furnish a consumer report relating to any consumer** pursuant to subparagraph (A) or (C) of subsection (a)(3) in connection with any credit or insurance transaction that is not initiated by the consumer **only if—**

(A)the **consumer authorizes the agency** to provide such report to such person;

19. By ordering a consumer report on Plaintiff without Plaintiff's authorization to obtain such report, Defendant obtained Plaintiff's report in violation of the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681b(c)(1)(A).

20. As a result of Defendant's conduct and inactions, Plaintiff suffered statutory damages of between \$100 and \$1,000.

21. Defendant's conduct and actions were willful, rendering Defendant liable for statutory and punitive damages in an amount to be determined by this Court pursuant to 15 U.S.C. § 1681n.

22. Alternatively, Defendant's conduct and actions were negligent, rendering Defendant liable for actual damages pursuant to 15 U.S.C. § 1681o.

23. Plaintiff is entitled to recover costs and attorneys' fees from Defendant in an amount to be determined by this Court pursuant to either 15 U.S.C. §§ 1681n or 1681o.

24. This Court has the equitable power to enjoin Defendant from engaging in conduct that violates the Fair Credit Reporting Act, and Plaintiff requests that this Court exercise this equitable jurisdiction.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment from each Defendant as follows:

1. For actual damages provided and pursuant to 15 U.S.C. § 1681o(a) be awarded for each negligent violation as alleged herein;
2. For actual damages provided and pursuant to 15 U.S.C. § 1640(a)(1);
3. For statutory damages provided and pursuant to 15 U.S.C. § 1681n(a);
4. For statutory damages provided and pursuant to 15 U.S.C. § 1640(a)(2);
5. For punitive damages provided and pursuant to 15 U.S.C. § 1681n(a)(2);
6. For attorney fees and costs provided and pursuant to 15 U.S.C. § 1681n(a)(3), 15 U.S.C. § 1681o(a)(2) and 15 U.S.C. § 1640(a)(3);
7. 7. For any such other and further relief, as well as further costs, expenses and disbursements of this action as this Court may deem just and proper.

DATED: July 15, 2022

Respectfully Submitted,

JAFFER & ASSOCIATES PLLC

/s/ Robert Leach

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Judge Jerry Shaffer - Precinct 2

Collin County, Texas



CREDIT REPORT

OMAR AKHTAR

Report Confirmation

2673442015

8. Inquiries

A request for your credit history is called an inquiry. There are two types of inquiries - those that may impact your credit rating/score and those that do not.

Hard Inquiries

Inquiries that may impact your credit rating/score

These are inquiries made by companies with whom you have applied for a loan or credit. They may remain on your file up to 2 years.

Date	Company	Request Originator
Jun 13, 2022	STELLANTIS FINANCIAL SERVICES, 5757 WOODWAY DR STE 400 INC/FIRST INVESTORS FINANCIAL HOUSTON, TX 77057 1-713-977-2600	
Jun 13, 2022	WELLS FARGO DEALER SERVICES E2718-034 //23 PASTEUR 27XHRA816467001PT(167) IRVINE, CA 92618	
Jun 13, 2022	ED VOYLES CHRYSLER JEEP INC 789 COBB PKWY S ED VOYLES CHRYSLER DODGE JEEP MARIETTA, GA 30060 1-770-429-7000	
May 10, 2021	CAPITAL ONE 15000 CAPITAL ONE DRIVE USBNK591875 RICHMOND, VA 23238	
May 10, 2021	ALLY FINANCIAL P.O BOX 380901 /PO1000782 BLOOMINGTON, MN 55438 1-800-200-4622	
May 10, 2021	JPMCB - AUTO FINANCE 9900 KATY FWY FLOOR 01 HOUSTON, TX 77055 1-800-336-6675	
May 10, 2021	TRUIST DEALER SERVICES	